

07-337-CD

M&T Bank vs Kelly Tomchick

M&T Bank et al vs Kelly Tomchick
2007-337-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK AS SUCCESSOR BY MERGER
TO M&T CORPORATION,

Plaintiff,
vs.

KELLY M. TOMCHICK;

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

1 FOUNTAIN PLAZA
7TH FLOOR- P.O. BOX 840
BUFFALO, NY 14203-1495
AND THE DEFENDANT:

284 Main Street
Ramey, PA 16671

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFE CTED BY THIS LIEN IS
284 Main Street, Ramey PA 16671
Municipality: Ramey

Scott A. Dietterick

ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: XWZ 84715

CIVIL DIVISION

NO.: 07-337-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

M&T Bank as Successor by Merger to
M&T Corporation

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa I.D. #202567

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: XWZ- 84715/bkm

FILED Atty pd 85.00
M4/00/07
MAR 05 2007 ICC Sheriff
JS

William A. Shaw
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK AS SUCCESSOR BY MERGER : CIVIL DIVISION
TO M&T CORPORATION, :
Plaintiff, : NO.:
vs. :
KELLY M. TOMCHICK; :
Defendants. :

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK AS SUCCESSOR BY MERGER : CIVIL DIVISION
TO M&T CORPORATION, :
Plaintiff, :
VS. :
KELLY M. TOMCHICK; :
Defendants. :
:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicando en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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IN THE COURT OF COMMON PLEAS OF
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M&T BANK AS SUCCESSOR BY MERGER
TO M&T CORPORATION,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

KELLY M. TOMCHICK;

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes M&T Bank as Successor by Merger to M&T Corporation, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, M&T Bank as Successor by Merger to M&T Corporation, which has its principal place of business at 1 FOUNTAIN PLAZA, 7TH FLOOR- P.O. BOX 840, BUFFALO, NY 14203-1495.

2. The Defendant, Kelly M. Tomchick, is an individual whose last known address is 284 Main Street, Ramey, PA 16671.

3. On or about June 9, 2003, Kelly M. Tomchick executed a Note in favor of M&T Mortgage Corporation in the original principal amount of \$65,000.00.

4. On or about June 9, 2003, as security for payment of the aforesaid Note, Kelly M. Tomchick made, executed and delivered to M&T Mortgage Corporation a Mortgage in the original principal amount of \$65,000.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June

10, 2003, Instrument #200309995. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage, is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendant is the record and real owner of the aforesaid mortgaged premises.
6. Defendant is in default under the terms of the aforesaid Mortgage and Note for, *inter alia*, failure to pay the monthly installments of principal and interest when due.
7. On or about January 8, 2007, Defendants were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

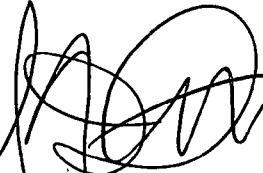
8. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 62,281.29
Interest through 03/01/2007	\$ 1,589.45
Late Charges	\$ 98.75
Escrow/Impound Overdraft	\$ 191.93
Pro Rata PMI	\$ 118.08
Miscellaneous Fees	\$ 64.00
Attorneys' fees	\$ 1,250.00
Title Search and Costs	\$ 2,500.00
TOTAL	\$ 68,093.50

plus interest on the principal sum (\$62,281.29) from March 1, 2007, at the rate of \$10.45 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$68,093.50, with interest thereon at the rate of \$10.45 per diem from March 1, 2007, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG, & ACKERMAN



By: _____

Scott A. Dieterick, Esquire

PA I.D. #55650

Kimberly A. Bonner, Esquire

P.A.I.D. #89705

Richard P. Haber, Esquire

P.A.I.D. #202567

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

XCP-80370

(908) 233-8500; (908) 233-1390 FAX

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

EXHIBIT A

(P)

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200309995
RECORDED ON

JUN 10 2003
1:18:31 PM
Total Pages: 17

Tomchick
6640254

6/9/03

Prepared By:

Di Ann Duick
2270 Erin Court, P.O. Box 7628
Lancaster, PA 17604

Return To:

M&T Mortgage Corporation
2270 Erin Court
Lancaster, PA 17604

Parcel Number:
L15-366-026

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 09, 2003 together with all Riders to this document.

(B) "Borrower" is Kelly M Tomchick

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is M&T Mortgage Corporation

Lender is a Corporation
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PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS - 18001521-7291

organized and existing under the laws of **New York**
Lender's address is **1 M&T Plaza, Buffalo, NY 14203**

Lender is the mortgagor under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **June 09, 2003**
The Note states that Borrower owes Lender **Sixty Five Thousand And zero/100**

(U.S. \$ 65,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 01, 2033**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **County** [Type of Recording Jurisdiction] of **Clearfield** [Name of Recording Jurisdiction]:

See attached legal description

which currently has the address of **284 Main Street**

Ramsey
("Property Address"):

[Street], **Pennsylvania 16671** [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument; and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kelly M. Tomchick _____ (Seal)
Kelly M. Tomchick -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower _____ (Seal)
-Borrower

_____ (Seal)
-Borrower _____ (Seal)
-Borrower

_____ (Seal)
-Borrower _____ (Seal)
-Borrower

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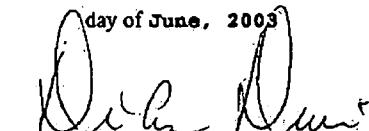
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Certificate of Residence

I, Deb Ann Durkee, do hereby certify that the correct address of the within-named Mortgagee is, 1 M&T Plaza, Buffalo, NY 14203

Witness my hand this 9th

day of June, 2003



Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, Clearfield

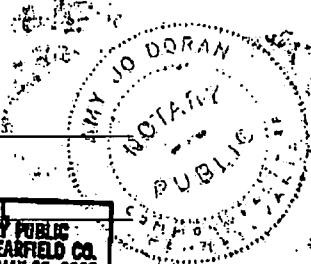
County ss:

On this, the 9th day of June, 2003, before me, the undersigned officer, personally appeared Kelly M Tomchick

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

Title of Officer



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6(PA) (0008.01)

Page 18 of 18

Initials: JKD

Form 3039 1/01

8640254

Exhibit "A"

ALL those certain pieces or parcels of land situate in Ramey Borough, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL ONE: BEGINNING at a post at a corner on the main street or road (known as Main Street) leading from Ramey to Janesville and a cross Street (known as Spruce Street); thence along said cross street (known as Spruce Street); southwardly a distance of one hundred and fifty (150') feet to a post at an unnamed alley; thence westwardly along said alley a distance of fifty (50) feet to a corner of Lot No. 13, now or formerly of E. C. Davis, and now or formerly of Otto Schwamb; thence northwesterly along the line of said Lot No. 13, a distance of one hundred and fifty (150) feet to a post at Main Street; thence eastwardly along Main street a distance of fifty (50) feet to post and place of beginning.

AND RESERVING all the coal and the right to mine the same that may underlie the described lots or piece of ground above mentioned as reserved in Deed in Clearfield County Deed Book 24 Page 651.

PARCEL TWO: Part of Lot No. 15 off the northwest corner of said lot, fronting on Main Street six (6) feet, six (6) inches and extending of equal width in length or depth forty-five (45) feet along line with Lot No. 13 in the plan of the Borough of Ramey.

BEING Lot 15 as shown on the Plan of the Village of Ramey as recorded in Clearfield County Deed Book 96 at Page 624 on May 26, 1897.

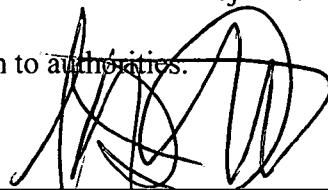
BEING further identified as Clearfield County Tax Map No 17-L15-366-26 as shown on the assessment map in the Records of Clearfield County, PA.

FURTHER being the same premises as vested unto the Borrower herein by deed to be recorded contemporaneously herewith.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Scott A. Dietterick, Esquire
PA I.D.#55650

Dated: 03-02-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION, : CIVIL DIVISION

Plaintiff, :

vs. :

KELLY M. TOMCHICK, :

Defendants. :

FILED 3
MAY 11 2007
2007
MAY 29 2007
Att'y
6K

William A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR COURT ORDER TO INSTRUCT THE CLEARFIELD COUNTY
SHERIFF'S OFFICE TO FILE SHERIFF'S RETURN**

AND NOW, comes the Plaintiff, M&T Bank successor by merger to M&T Mortgage Corporation, by and through its attorneys, Zucker, Goldberg & Ackerman, LLC, and files Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return as follows:

1. On or about March 5, 2007, Plaintiff filed a Complaint in Mortgage Foreclosure against Defendant(s), Kelly M. Tomchick ("Defendant(s)") at the above-captioned term and number ("Complaint").
2. Plaintiff directed the Sheriff of Clearfield County to serve the Complaint on Defendant at the address of the Mortgaged Premises being 284 Main Street, Ramey, PA 16671.
3. Pursuant to a telephone call with the Clearfield County Sheriff's Office, said Complaint was served upon Defendant on April 3, 2007 by a Deputy at the Unimart in Houtzdale.

4. To date, the Sheriff's Return has not been filed with the Prothonotary of Clearfield County.

5. Due to said Sheriff's Return not being filed, Plaintiff cannot file the Default Judgment or Writ of Execution.

6. Since unpaid interest continues to accrue, Plaintiff is severely prejudiced by the unnecessary delay.

7. Consequently, Plaintiff requests that this Court direct the Sheriff's Office to file the Return of Service with the Prothonotary's Office on or before June 8, 2007 so that Plaintiff can proceed with the above-captioned action.

WHEREFORE, Plaintiff, M&T Bank successor by merger to M&T Mortgage Corporation, requests this Honorable Court to enter an Order of Court directing the Sheriff of Clearfield County to file the Sheriff's Return on or before June 8, 2007.

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: May 24, 2007

BY: Kimberly A. Bonner
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; P.A.I.D. #89705
Richard P. Haber, Esquire; P.A.I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : CIVIL DIVISION
M&T MORTGAGE CORPORATION, :
:

Plaintiff, :
:

vs. :
:

KELLY M. TOMCHICK, :
:

Defendants. :
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return was served on the following this 24th day of May, 2007, via First Class U. S. Mail, Postage Pre-paid:

Kelly M. Tomchick
284 Main Street
Ramey, PA 16671

ZUCKER, GOLDBERG & ACKERMAN, LLC

By: Kimberly A. Bonner

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: XWZ-84715

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

**M & T BANK SUCCESSOR BY MERGER TO
M & T MORTGAGE CORPORATION,
Plaintiff**

vs.
KELLY M. TOMCHICK,
Defendants

ORDER

NOW, this 30th day of May, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Thursday, May 31, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT

FREDRIC J. AMMERMAN
President Judge

FILED
11:12 AM
MAY 30 2007
William A. Shaw
Prothonotary/Clerk of Courts
cc Atty Bonner
cc Sheriff
(without memo)
(CR)

FILED

MAY 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/30/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions: Sheriff's office was given a
Courtesy copy 5/30/07.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102521
NO. 07-337-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK As Successor by Merger to M&T CORPORATION
vs.
DEFENDANT: KELLY M. TOMCHICK

SHERIFF RETURN

NOW, April 03, 2007 AT 12:04 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KELLY M. TOMCHICK DEFENDANT AT Meeting place: UNI-MART, RT. 153, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KELLY M. TOMCHICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
03:45pm J.M.
MAY 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ZUCKER	142392	10.00
SHERIFF HAWKINS	ZUCKER	142392	55.83

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

*Chester A. Hawkins
by Marilyn Harris*

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T Bank successor by merger to
M&T Mortgage Corporation,

CIVIL DIVISION

No.: 07-337--CD

Plaintiff

vs.

Kelly M. Tomchick;

ISSUE NUMBER:

Defendant(s).

TYPE OF PLEADING:

PRAECIPE FOR DEFAULT JUDGMENT
(Mortgage Foreclosure)

FILED ON BEHALF OF:

I Hereby certify that the last known
address
of Defendant(s) is/are:

284 Main Street
Ramey, PA 16671

M&T Bank successor by merger to M&T Mortgage
Corporation
Plaintiff

Kim A. Bonner
Attorney for Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG & ACKERMAN, LLC
Scott A. Dietterick, Esquire
Pa I.D.# 55650
Kimberly A. Bonner, Esquire
Pa I.D. #89705
Richard P. Haber, Esquire
Pa I.D. #202567

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: XWZ-84715

FILED
MAY 25 2007 Statement to Atty
JUN 08 2007 No ce
William A. Shaw Atty pd. 20.00
Prothonotary/Clerk of Courts
④

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T Bank successor by merger to M&T
Mortgage Corporation : CIVIL DIVISION
Plaintiff, : NO.: 07-337--CD
vs. :
Kelly M. Tomchick :
Defendant(s). :
:

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant(s), Kelly M. Tomchick, in the amount of \$68,877.25 which is itemized as follows for failure to file an Answer:

Principal	\$62,281.29
Interest through <u>5/14/07</u>	\$ 2,373.20
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 98.75
Appraisal Fees	\$ 64.00
Escrow/Impound Overdraft	\$ 191.93
Pro Rata PMI	\$ 118.08
Total	\$68,877.25

plus interest on the principal sum (\$62,281.29) from 5/14/2007, at the rate of \$10.45 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

By: Kimberly A. Bonner
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: XWZ-84715

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his/her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

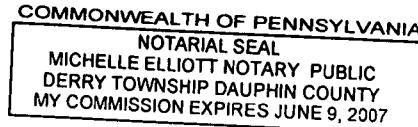
Kimberly A. Bonner

Scott A. Dietterick, Esquire
Kimberly A. Bonner, Esquire
Richard P. Haber, Esquire

Sworn to and subscribed before me
This 16th day of May, 2007

Michelle E.
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**M&T Bank successor by merger to M&T Mortgage
Corporation**

CIVIL DIVISION

Plaintiff,
vs.

NO.: 07-337--CD

Kelly M. Tomchick

Defendant.

IMPORTANT NOTICE

TO: **Kelly M. Tomchick
284 Main Street
Ramey, PA 16671**

DATE OF NOTICE: 4/25/2007

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

**Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T Bank successor by merger to M&T Mortgage Corporation

CIVIL DIVISION

Plaintiff,

NO.: 07-337-CD

vs.

Kelly M. Tomchick

Defendant.

AVISO IMPORTANTE

TO: **Kelly M. Tomchick**
284 Main Street
Ramey, PA 16671

FECHA DEL AVISO: 4/25/2007

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA I.D. # 55650
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102521
NO. 07-337-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK As Successor by Merger to M&T CORPORATION
vs.
DEFENDANT: KELLY M. TOMCHICK

SHERIFF RETURN

NOW, April 03, 2007 AT 12:04 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KELLY M. TOMCHICK DEFENDANT AT Meeting place: UNI-MART, RT. 153, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KELLY M. TOMCHICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ZUCKER	142392	10.00
SHERIFF HAWKINS	ZUCKER	142392	55.83
REFUND	TO:ZUCKER	38629	

Sworn to Before Me This

Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T Bank successor by merger to M&T Mortgage Corporation : CIVIL DIVISION
Plaintiff, : NO.: 07-337--CD
vs. :
Kelly M. Tomchick :
Defendant.

COPY

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Kelly M. Tomchick

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the
above captioned proceeding on June 8, 2007.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$68,877.25

plus interest on the principal sum (\$62,281.29) from May 14, 2007, at the rate of \$10.45 per
diem, plus additional late charges, and costs (including additional escrow advances), additional
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

William H. Hay Jr.
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

M & T Bank
M & T Corporation
Plaintiff(s)

COPY

No.: 2007-00337-CD

Real Debt: \$68,877.25

Atty's Comm: \$

Vs.

Costs: \$

Kelly M. Tomchick
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 8, 2007

Expires: June 8, 2012

Certified from the record this 8th day of June, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

Docket No.: 07-337--CD

Plaintiff,

Execution No.:

vs.

KELLY M. TOMCHICK

Defendant.

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due	\$68,877.25
Interest from 5/14/07 to date of sale	\$ 2,737.90
Total	\$71,615.15 plus costs to be added
Plus Costs (Costs to be added)	125.00
	Prothonotary costs

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: Kim A Bonner
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; P.A.I.D. #89705
Richard P. Haber, Esquire; P.A.I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

FILED Atty pd. 20.00

3/10/07 10:34 AM
JUN 08 2007 1cc @lownitz

to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts w/ prop. description

⑥

LEGAL DESCRIPTION

ALL that certain parcel of land lying and being situate in the Borough of Ramey, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

BEING LOT 15 AS SHOWN ON THE PLAN OF THE VILLAGE OF RAMEY AS RECORDED IN CLEARFIELD COUNTY DEED BOOK 96 AT PAGE 624 ON MAY 26, 1897.

BEING FURTHER IDENTIFIED AS CLEARFIELD COUNTY TAX MAP NO. 17-L15-366-26 AS SHOWN ON THE ASSESSMENT MAP IN THE RECORDS OF CLEARFIELD COUNTY, PA.

DEED FROM MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AS SET FORTH IN DEED INST # 200309994, DATED 06/06/2003 AND RECORDED 06/10/2003, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which Michael L. Troxell and Rhonda K. Troxell, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

Exhibit "A"

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION, : Docket No.: 07-337--CD
Plaintiff, : Execution No.:
vs. :
KELLY M. TOMCHICK :
Defendant. :
:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See Exhibit "A" attached.

AMOUNT DUE	\$68,877.25
INTEREST from 5/14/07 to date of sale	\$ 2,737.90
Total (Costs to be added)	\$71,615.15 plus costs to be added 125.00 Prothonotary costs

Prothonotary:

By: William H. Sharpe
Clerk

Date: 6/8/07

LEGAL DESCRIPTION

ALL that certain parcel of land lying and being situate in the Borough of Ramey, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

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DEED FROM MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AS SET FORTH IN DEED INST # 200309994, DATED 06/06/2003 AND RECORDED 06/10/2003, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which Michael L. Troxell and Rhonda K. Troxell, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

Plaintiff,
vs.

KELLY M. TOMCHICK;

Defendants.

CIVIL DIVISION

NO.: 07-337--CD

Sheriff Sale #:

TYPE OF PLEADING

**Pa. R.C.P. RULE 3129.2(C)
AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND
OTHER PARTIES OF INTEREST**

FILED
AUG 22 2007
12:05 PM
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

CODE:

FILED ON BEHALF OF:
M&T Bank successor by merger to M&T
Mortgage Corporation

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: XWZ- 84715/ml

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO	:	CIVIL DIVISION
M&T MORTGAGE CORPORATION,	:	
	:	NO.: 07-337--CD
Plaintiff,	:	
	:	
vs.	:	
	:	
KELLY M. TOMCHICK;	:	
	:	
Defendant.	:	
	:	

**Pa.R.C.P. RULE 3129(c) AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Marie Lindner, a paralegal with the firm of Zucker, Goldberg & Ackerman, LLC, attorneys for Plaintiff, M&T Bank successor by merger to M&T Mortgage Corporation, being duly sworn according to law depose and make the following Affidavit regarding the service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

1. Defendant, Kelly M. Tomchick, single, is the record owner of the real property.
2. On or about 7/2/07, Kelly M. Tomchick, single was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, personally by the Sheriff of Clearfield County, at the address of the mortgaged premises, being 284 Main Street, Ramey PA 16671. A true and correct copy of said Notice and Return of Service are marked Exhibit "A", attached hereto and made a part hereof.
3. On or about 6/26/07, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to rule 3129.1, via

First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that the Defendant/Owner and all other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa.R.C.P. 3129.2.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

Dated: August 20, 2007

Marie Lindner

MARIE LINDNER
Paralegal

Sworn to and subscribed before
me this 20th day of August, 2007

Sarah J. Spotwood

Notary Public

MY COMMISSION EXPIRES:

SARAH J. SPOTWOOD
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/19/2009

SHERIFF'S INSTRUCTION

TO: Sheriff of Clearfield County, Pennsylvania
DOCKET NO: 07-337--CD

PLAINTIFF: M&T Bank successor by merger to M&T Mortgage Corporation

DEFENDANT(S): Kelly M. Tomchick

TYPE OF WRIT OR COMPLAINT: **WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

SERVE AT: 284 Main Street, Ramey, PA, 16671

Sir: Please serve Defendant, Kelly M. Tomchick, OR an adult member of the family with whom she resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale.

Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.

Please serve Defendant, Kelly M. Tomchick, OR an adult member of the family with whom she resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale AND/OR Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.

Should you have any questions please contact Marie Lindner of our office at 908-233-8500.

Date of Service: 7-2-07 Time: 9:40 am

Served Upon (If someone other than Defendant): _____
Address (if different than as stated above): _____

Clearfield County Sheriff's Office:

Name: C.A.
Title: Office Manager

Date: 8/18/07

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED ENVELOPE:
Zucker, Goldberg & Ackerman, LLC
ATTN: Scott A. Dietterick, Esq.
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

Dated: May 15, 2007

Zucker, Goldberg & Ackerman, LLC

By: Scott A. Dietterick
Scott A. Dietterick, Esquire
Attorneys for Plaintiff
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
XWZ-84715

For office use only:

C_84715_SRE1_C

Zucker, Goldberg & Ackerman, LLC
XWZ-84715

Exhibit A

SHERIFF'S INSTRUCTION

TO: Sheriff of Clearfield County, Pennsylvania
DOCKET NO: 07-337-CD

PLAINTIFF: M&T Bank successor by merger to M&T Mortgage Corporation

DEFENDANT(S): Kelly M. Tomchick

TYPE OF WRIT OR COMPLAINT: **WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

SERVE AT: 284 Main Street, Ramey, PA, 16671

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Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.

Please serve Defendant, Kelly M. Tomchick, OR an adult member of the family with whom she resides, OR an adult individual in charge of the residence with a true and correct copy of the Notice of Sheriff Sale AND/OR Please POST the Handbill and Notice of Sale at the above Mortgaged Premises.

Should you have any questions please contact Marie Lindner of our office at 908-233-8500.

Date of Service: 6/25/07 Time: 11:00 am

Served Upon (If someone
other than Defendant): _____

Address (if different
than as stated above):

Clearfield County Sheriff's Office:

Name: CAD
Title: Office Manager

Date: 6/15/07

PLEASE RETURN SERVICE TO THE FOLLOWING ADDRESS IN THE SELF-ADDRESSED, STAMPED
ENVELOPE:

Zucker, Goldberg & Ackerman, LLC
ATTN: Scott A. Dietterick, Esq.
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

Dated: May 15, 2007

Zucker, Goldberg & Ackerman, LLC

By: Scott A. Dietterick
Scott A. Dietterick, Esquire
Attorneys for Plaintiff
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
XWZ-84715

For office use only:

C_84715_SREI_C

7160 3901 9845 0998 8780

TO: CITIFINANCIAL
INC.
RD4, Box 35B
Tyrone, PA 16686

SENDER: ML

REFERENCE: 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE:
JUN 26 2007
USPS - 07000

7160 3901 9845 0998 8353

TO: CLEARFIELD COUNTY TAX CLAIM BUR
230 E. Market St.
Clearfield, PA 16830

SENDER: ML

REFERENCE: 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE:
JUN 26 2007
USPS - 07000

7160 3901 9845 0999 4866

TO: CLEARFIELD COUNTY DOMESTIC
RELATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

SENDER: ML

REFERENCE: 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE:
JUN 20 2007
USPS - 07000

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE:
JUN 20 2007
USPS - 07000

Exhibit B

7160 3901 9845 0999 4897

7160 3901 9845 0999 4873

TO: PA DEPT. OF REVENUE
INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

SENDER: ML**REFERENCE:** 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



TO: UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

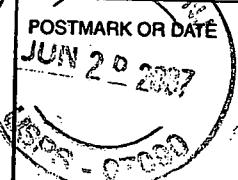
SENDER: ML**REFERENCE:** 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9845 0999 4880

7160 3901 9845 0999 4880

TO: UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

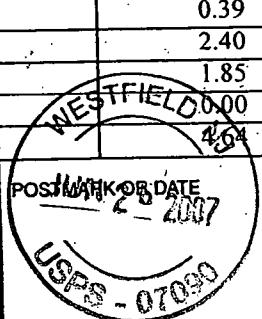
SENDER: ML**REFERENCE:** 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



TO: COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

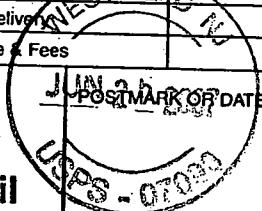
SENDER: ML**REFERENCE:** 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9845 0999 5726

TO: Kelly M. Tomchick
284 Main Street
Ramey, PA 16671

SENDER: ML**REFERENCE:** 84715

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt/Fee Restricted Delivery Total Postage & Fees
	0.39
	2.40
	1.85
	0.00
	4.64

WESTFIELD 4U

POSTMASTER'S DATE

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *ML* B. Date of Delivery **JUN 20 2007**

C. Signature *ML*

D. Is delivery address different from item 1? Yes No Agent Addressee

If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *ML* B. Date of Delivery **JUN 28 2007**

C. Signature *Samuel J. Venturo*

D. Is delivery address different from item 1? Yes No Agent Addressee

If YES, enter delivery address below:

Reference Information

84715

ML

PS Form 3811, January 2005

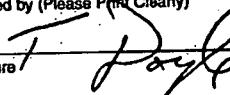
Domestic Return Receipt

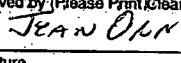
PS Form 3811, January 2005

Domestic Return Receipt

CITIFINANCIAL
INC.
RD4, Box 35B
Tyrone, PA 16686

84715
ML

2. Article Number	COMPLETE THIS SECTION ON DELIVERY		
 7160 3901 9845 0998 8384		A. Received by (Please Print Clearly)	B. Date of Delivery
		 JUN 29 2007	
		C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
X T. DOYLE		D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Reference Information 84715 ML			
PS Form 3811, January 2005 Domestic Return Receipt			

2. Article Number	COMPLETE THIS SECTION ON DELIVERY		
 7160 3901 9845 0998 8353		A. Received by (Please Print Clearly)	B. Date of Delivery
		 JUN 28 2007	
		C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
X Jean Orr		D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Reference Information 84715 ML			
PS Form 3811, January 2005 Domestic Return Receipt			

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7160 3901 9845 0999 4866		A. Received by (Please Print Clearly)	B. Date of Delivery
		<i>Jean Orr</i>	<i>JUN 29 2007</i>
		C. Signature	
		<i>X Jean Orr</i>	
		D. Is delivery address different from item 1? If YES, enter delivery address below:	
		<input type="checkbox"/> Address <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type CERTIFIED MAIL 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
1. Article Addressed to: CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE 230 E. Market Street Suite 300 Clearfield, PA 16830			
Reference Information 84715 ML			
Domestic Return Receipt PS Form 3811, January 2005			

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7160 3901 9845 0998 8360		A. Received by (Please Print Clearly)	B. Date of Delivery
		<i>Bonny J. Davis</i>	<i>6-28-07</i>
		C. Signature	
		<i>X Bonny J. Davis</i>	
		D. Is delivery address different from item 1? If YES, enter delivery address below:	
		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type CERTIFIED MAIL 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
1. Article Addressed to: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO. 3006 Pleasant Valley Blvd. Altoona, PA 16602			
Reference Information 84715 ML			
Domestic Return Receipt PS Form 3811, January 2005			

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : CIVIL DIVISION
M&T MORTGAGE CORPORATION, :
: NO.: 07-337--CD

Plaintiff, :

vs. :

KELLY M. TOMCHICK; :

Defendant. :

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Kelly M. Tomchick
284 Main Street
Ramey, PA 16671

Certified Article Number

7160 3901 9845 0999 5726

SENDER'S RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, 230 East Market Street, Clearfield, PA 16830 on September 7, 2007 at 10:00 a.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

284 Main Street, Ramey, PA, 16671

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 07-337--CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Kelly M. Tomchick

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 East Market Street, Clearfield, PA 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

**Lawyer Referral Service of the Clearfield
County Bar Association**

**Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or

for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830, before presentation of the petition to the Court.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: Kim A. Bonner
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; P.A.I.D. #89705
Richard P. Haber, Esquire; P.A.I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
VIA PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD CO.**

LEGAL DESCRIPTION

ALL that certain parcel of land lying and being situate in the Borough of Ramey, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

BEING LOT 15 AS SHOWN ON THE PLAN OF THE VILLAGE OF RAMEY AS RECORDED IN CLEARFIELD COUNTY DEED BOOK 96 AT PAGE 624 ON MAY 26, 1897.

BEING FURTHER IDENTIFIED AS CLEARFIELD COUNTY TAX MAP NO. 17-L15-366-26 AS SHOWN ON THE ASSESSMENT MAP IN THE RECORDS OF CLEARFIELD COUNTY, PA.

DEED FROM MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AS SET FORTH IN DEED INST # 200309994, DATED 06/06/2003 AND RECORDED 06/10/2003, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which Michael L. Troxell and Rhonda K. Troxell, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : CIVIL DIVISION
M&T MORTGAGE CORPORATION, :
Plaintiff, : NO.: 07-337--CD
vs. :
KELLY M. TOMCHICK; :
Defendant. :
:

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO:

CLEARFIELD COUNTY TAX CLAIM
BUREAU

UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

COMMONWEALTH OF
PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

PA DEPT. OF REVENUE-
INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

CLEARFIELD COUNTY DOMESTIC
RELATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

CITIFINANCIAL, INC.
RD4, Box 35B
Tyrone, PA 16686

BENEFICIAL CONSUMER DISCOUNT
COMPANY
D/B/A BENEFICIAL MORTGAGE CO.
3006 Pleasant Valley Blvd.
Altoona, PA 16602

Certified Article Number
7160 3901 9845 0998 8780
Certified Article Number
7160 3901 9845 0999 4897
Certified Article Number
7160 3901 9845 0999 4873
Certified Article Number
7160 3901 9845 0999 4866
SENDERS RECORD

Certified Article Number
7160 3901 9845 0999 4897
Certified Article Number
7160 3901 9845 0999 4873
Certified Article Number
7160 3901 9845 0999 4866
SENDERS RECORD

Certified Article Number
7160 3901 9845 0998 8780
Certified Article Number
7160 3901 9845 0998 8780
SENDERS RECORD

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830

On **09/07/2007**, at 10:00 A.M., the following described real estate which Kelly M. Tomchick, single are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

284 Main Street,
Ramey, PA 16671
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of
M&T Bank successor by merger to M&T
Mortgage Corporation

Plaintiff

vs.

Kelly M. Tomchick

Defendant

at EX. NO. 07-337--CD in the amount of \$68877.25 plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: June 25, 2007

BY: 
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; P.A.I.D. #89705
Richard P. Haber, Esquire; P.A.I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

LEGAL DESCRIPTION

ALL that certain parcel of land lying and being situate in the Borough of Ramey, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

BEING LOT 15 AS SHOWN ON THE PLAN OF THE VILLAGE OF RAMEY AS RECORDED IN CLEARFIELD COUNTY DEED BOOK 96 AT PAGE 624 ON MAY 26, 1897.

BEING FURTHER IDENTIFIED AS CLEARFIELD COUNTY TAX MAP NO. 17-L15-366-26 AS SHOWN ON THE ASSESSMENT MAP IN THE RECORDS OF CLEARFIELD COUNTY, PA.

DEED FROM MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AS SET FORTH IN DEED INST # 200309994, DATED 06/06/2003 AND RECORDED 06/10/2003, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which Michael L. Troxell and Rhonda K. Troxell, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION

Docket No.: 07-337--CD

Plaintiff,

Execution No.:

vs.

KELLY M. TOMCHICK

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

M&T Bank successor by merger to M&T Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 284 Main Street, Ramey, PA 16671.

1. Name and Address of Owner(s) or Reputed Owner(s):

KELLY M. TOMCHICK
284 Main Street
Ramey, PA 16671

2. Name and Address of Defendant(s) in the Judgment:

KELLY M. TOMCHICK
284 Main Street
Ramey, PA 16671

3. Name and Address of every judgment creditor whose judgment is a record lien on the real property to be sold:

M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
Plaintiff

4. Name and Address of the last record holder of every mortgage of record:

M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
Plaintiff

CITIFINANCIAL, INC.
RD4, Box 35B
Tyrone, PA 16686

BENEFICIAL CONSUMER DISCOUNT COMPANY
D/B/A BENEFICIAL MORTGAGE CO.
3006 Pleasant Valley Blvd.
Altoona, PA 16602

5. Name and Address of every other person who has any record lien on the property:

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 E. Market St.
Clearfield, PA 16830

6. Name and Address of every other person who has any record interest in the property and whose interest may be affected by the sale:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

7. Name and Address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: Kimberly A. Bonner

Dated: May 15, 2007

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; P.A.I.D. #89705
Richard P. Haber, Esquire; P.A.I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

CIVIL DIVISION

NO. 07-337--CD

Plaintiff,

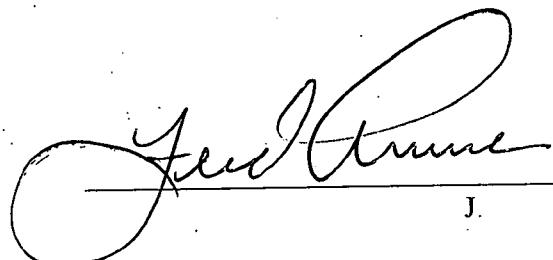
vs.

KELLY M. TOMCHICK,

Defendants.

ORDER OF COURT

AND NOW, this 10 day of January, ²⁰⁰⁸ 2007, upon consideration of the Motion to Set Aside Sheriff's Sale, it is hereby **ORDERED, ADJUDGED and DECREED** that the Sheriff Sale of the Mortgaged Premises known and numbered as 284 Main Street, Ramey, PA 16671 held under the above-captioned term and number on December 7, 2007 is set aside.



FILED ^{cc}
01/09/2008 Atty. Banner
JAN 10 2008
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

CIVIL DIVISION

NO. 07-337--CD

Plaintiff,

vs.

KELLY M. TOMCHICK;

Defendants.

FILED
M A 34/01 2008
JAN 07 2008 Atty Bonner
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

MOTION TO SET ASIDE SHERIFF'S SALE

AND NOW, comes the Plaintiff, M&T Bank successor by merger to M&T Mortgage Corporation, by and through its attorneys, Zucker, Goldberg & Ackerman, LLC, and files Motion to Set Aside Sheriff's Sale as follows:

1. Plaintiff obtained judgment in mortgage foreclosure in the above-captioned action against Defendant on or about May 14, 2007 and, pursuant to a Writ of Execution, scheduled Defendant's property located at 284 Main Street, Ramey, PA 16671 ("Mortgaged Premises") for Sheriff Sale on September 9, 2007, which was subsequently continued to December 7, 2007.
2. The Sheriff Sale was properly advertised and all parties in interest were given notice of the Sale date as evidenced by the Affidavit of Service filed August 15, 2007.
3. Prior to the scheduled Sheriff Sale, Plaintiff desired to continue the Sheriff's Sale to allow time to possibly work out a payment plan with Defendant.
4. The fact that Plaintiff wished to continue the Sheriff's Sale was not communicated to counsel from Plaintiff in time to continue the Sheriff Sale and therefore, the sale was held with Plaintiff being the successful bidder.

5. There was no competitive bidding at the Sheriff Sale.
6. Due to the fact Defendant and Plaintiff were working out possible settlement and payment arrangements prior to the scheduled Sheriff's Sale, and continue to do so to date, Plaintiff wishes to set aside the Sheriff Sale in order to revest title to the Mortgaged Premises in Defendant.
7. Defendant concurs with the filing of this Motion to Set Aside Sheriff Sale.
8. Since Plaintiff was the successful bidder and all other parties in interest were notified of the sale date and did not submit competitive bids, no party will be prejudiced by the voiding of the Sheriff Sale.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to set aside the Sheriff Sale of the Mortgaged Premises known and numbered as 284 Main Street, Ramey, PA 16671 held under the above-captioned term and number on December 7, 2007.

Dated:

1/3/08

ZUCKER GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; P.A.I.D. #89705
Richard P. Haber, Esquire; P.A.I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

CIVIL DIVISION

NO.: 07-337--CD

Plaintiff,

vs.

KELLY M. TOMCHICK,

Defendants.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion to Set Aside Sheriff's Sale was served on the following this 3rd day of January, 2008 via First Class U. S. Mail, Postage Pre-paid:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

ZUCKER, GOLDBERG & ACKERMAN, LLC

By: Mark Bier
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: XWZ-84715

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20600
NO. 07-337-CD

PLAINTIFF: M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
VS.
DEFENDANT: KELLY M. TOMCHICK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/8/2007

LEVY TAKEN 6/25/2007 @ 11:01 AM

POSTED 6/25/2007 @ 11:01 AM

SALE HELD 12/7/2007

SOLD TO M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/11/2008

DATE DEED FILED

PROPERTY ADDRESS 284 MAIN STREET RAMEY, PA 16671

FILED
09/12/07
FEB 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

7/2/2007 @ 9:40 AM SERVED KELLY M. TOMCHICK

SERVED KELLY M. TOMCHICK, DEFENDANT, AT HER RESIDENCE 284 MAIN STREET, RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KELLY M. TOMCHICK

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, SEPTEMBER 5, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 7, 2007 TO NOVEMBER 2, 2007 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, OCTOBER 31, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2, 2007 TO DECEMBER 7, 2007.

@ SERVED

NOW, JANUARY 17, 2008 RECEIVED A FAX LETTER AND A COPY OF A COURT ORDER FROM THE PLAINTIFF'S ATTORNEY TO VACATE THE SHERIFF'S SALE AND NOT TO PREPARE A DEED FOR THE SALE. THE COURT ORDER SET ASIDE THE SHERIFF SALE HELD ON DECEMBER 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20600
NO: 07-337-CD

PLAINTIFF: M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
vs.
DEFENDANT: KELLY M. TOMCHICK

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$268.26

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : Docket No.: 07-337--CD
M&T MORTGAGE CORPORATION, :
Plaintiff, : Execution No.:
vs. :
KELLY M. TOMCHICK :
Defendant. :
:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See Exhibit "A" attached.

AMOUNT DUE	\$68,877.25
INTEREST from 5/14/07 to date of sale	\$ 2,737.90
Total (Costs to be added)	\$71,615.15 plus costs to be added 125.00 Prothonotary costs

Prothonotary:

By: Willie L. Har
Clerk

Date: 10/8/07

Received this writ this 8th day
of JUNE A.D. 2007
At 3:00 A.M. (P.M.)

Charles A. Hawkins
Sheriff by Andrea Batten-Cayford

LEGAL DESCRIPTION

ALL that certain parcel of land lying and being situate in the Borough of Ramey, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

BEING LOT 15 AS SHOWN ON THE PLAN OF THE VILLAGE OF RAMEY AS RECORDED IN CLEARFIELD COUNTY DEED BOOK 96 AT PAGE 624 ON MAY 26, 1897.

BEING FURTHER IDENTIFIED AS CLEARFIELD COUNTY TAX MAP NO. 17-L15-366-26 AS SHOWN ON THE ASSESSMENT MAP IN THE RECORDS OF CLEARFIELD COUNTY, PA.

DEED FROM MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY AS SET FORTH IN DEED INST # 200309994, DATED 06/06/2003 AND RECORDED 06/10/2003, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which Michael L. Troxell and Rhonda K. Troxell, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

Exhibit "A"

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME KELLY M. TOMCHICK NO. 07-337-CD

NOW, February 09, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 07, 2007, I exposed the within described real estate of Kelly M. Tomchick to public venue or outcry at which time and place I sold the same to M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	68,877.25
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	20.37	FROM TO 12/07/2007	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	20.37	LATE CHARGES AND FEES	
CSDS	15.00	COST OF SUIT-TO BE ADDED	
COMMISSION	10.00	FORECLOSURE FEES	
POSTAGE	0.00	ATTORNEY COMMISSION	
HANDBILLS	6.15	REFUND OF ADVANCE	
DISTRIBUTION	15.00	REFUND OF SURCHARGE	
ADVERTISING	25.00	SATISFACTION FEE	20.00
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	2,737.90
ADD'L MILEAGE	20.37	MISCELLANEOUS	
ADD'L LEVY		TOTAL DEBT AND INTEREST	\$71,635.15
BID AMOUNT	1.00		
RETURNS/DEPUTIZE		COSTS:	
COPIES	15.00	ADVERTISING	503.62
	5.00	TAXES - COLLECTOR	
BILLING/PHONE/FAX	15.00	TAXES - TAX CLAIM	
CONTINUED SALES	40.00	DUE	
MISCELLANEOUS		LIEN SEARCH	100.00
TOTAL SHERIFF COSTS	\$268.26	ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	268.26
REGISTER & RECORDER		LEGAL JOURNAL COSTS	180.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,216.88

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

LEONARD B. ZUCKER
 MICHAEL S. ACKERMAN
 JOEL ACKERMAN*

RICHARD P. HABER**
 FRANCES GAMBARDELLA
 TANEISHA J. INGRAM
 MILICA A. FATOVICH
 BRIAN C. NICHOLAS***
 STEVEN D. KROL

*ALSO MEMBER OF NY, PA AND CA BAR
 **ALSO MEMBER OF PA BAR
 ***ALSO MEMBER OF NY AND ME BAR
 ****MEMBER OF PA BAR ONLY

OP COUNSEL:
 SCOTT A. DIETTERICK, ESQ. ****
 KIMBERLY A. BONNER, ESQ. ****

200 SHEFFIELD STREET- SUITE 301
 P.O. BOX 1024
 MOUNTAINSIDE, NJ 07092-0024
 TELEPHONE: 908-233-8500
 FACSIMILE: 908-233-1390
 E-MAIL: office@zuckeroldberg.com

For payoff/reinstatement figures
 Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
 AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
 LOUIS D. GOLDBERG (1923-1967)
 LEONARD H. GOLDBERG (1929-1979)
 BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
 P.O. Box 650
 Hershey, PA 17033
 717-533-3560
 Fax: 717-533-3562

XWZ-84715

September 5, 2007

Via Fax & Regular Mail
 Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
 ATTN: REAL ESTATE DEPT.
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

Re: M&T Bank successor by merger to M&T
 Mortgage Corporation
 vs. Kelly M. Tomchick
 Premises: 284 Main Street
 Ramey, PA 16671
 Docket No.: 07-337-CD

Dear Cindy:

Please consider this correspondence a formal request to continue the Sheriff's sale scheduled for 09/07/2007 until NOVEMBER 2, 2007 in the above referenced matter. The reason for the stay is due to the defendant filing bankruptcy on 8/27/07 in re Case No. 07-70973. A copy of the same is attached for your records. Kindly announce this continuance at the 09/07/2007 sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Elsa Rios*
 Foreclosure Sales Specialist
 (908) 233-8500 x 137

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER**
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS***
STEVEN D. KROL

**ALSO MEMBER OF NY, PA AND CA BAR
**ALSO MEMBER OF PA BAR
**ALSO MEMBER OF NY AND ME BAR
***MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTRICK, ESQ. ****
KIMBERLY A. DONNER, ESQ. ****

200 SHEFFIELD STREET- SUITE 301
P. O. BOX 1024
MOUNTAINSIDE, NJ 07042-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/retranslation figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

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BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 630
Hempsey, PA 17033
717-533-3560
Fax: 717-533-3562

XWZ-84715

November 1, 2007

Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: M&T Bank successor by merger to M&T
Mortgage Corporation
vs. Kelly M. Tomchick
Premises: 284 Main Street
Ramey, PA 16671
Docket No.: 07-337-CD
Sheriff #:

Dear Sir/Madam:

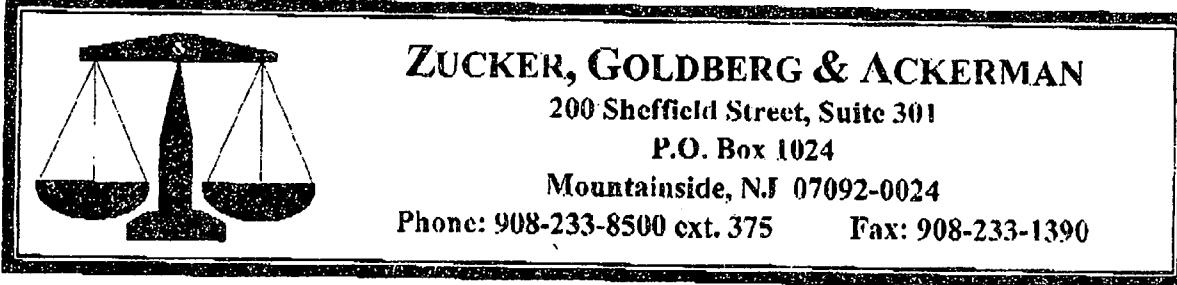
Please continue the sheriff sale set for 11/02/2007 to the 12/7/2007 shcriff sale. Please
announce this continuance at the 11/02/2007 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Gamalielle Geffrard*
Foreclosure Sales Specialist
(908) 233-8500 x 375



FACSIMILE TRANSMITTAL

To: Real Estate dept.	From:	Gammie Geffrard
Fax: 814-765- 5915 5915	E-Mail:	ggeffrard@zuckergoldberg.com
Pages: 6 (including cover)	Our File No:	84715, Kelly M. Tomekick
<hr/>		
MESSAGE:		
Dear : Sir/Madam		
Please find the attach order vacating the sheriff's sale. Please do not prepare a deed for this file. If you have any questions, please do not hesitate to contact me. Very truly yours,		
Gammie, ext. 375		
<hr/>		
Re:	Date:	01/17/08

CONFIDENTIALITY NOTE: The documents accompanying this facsimile transmission contain information from our law firm which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named in this transaction sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited, and the documents should be returned to this firm immediately. If you have received this facsimile in error, please

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

CIVIL DIVISION

NO : 07-337-CD

Plaintiff,

vs.

KELLY M TOMCHICK,

Defendants

ORDER OF COURT

AND NOW, this 10 day of January, ²⁰⁰⁸ 2007, upon consideration of the Motion to Set Aside Sheriff's Sale, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff Sale of the Mortgaged Premises known and numbered as 284 Main Street, Ramey, PA 16671 held under the above-captioned term and number on December 7, 2007 is set aside.

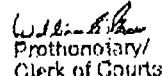
/S/ Fredric J Ammerman

J.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JAN 10 2008

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION,

Docket No.: 07-337--CD

Plaintiff,

Execution No.:

vs.

KELLY M. TOMCHICK

Defendant.

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due	\$68,877.25
Interest from 5/14/07 to date of sale	\$5,309.65
Total	\$74,186.90
Plus Costs (Costs to be added)	plus costs to be added
	145.00 Prothonotary costs

Dated: February 20, 2008

ZUCKER GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

FILED Atty pd. 20.00
m/11/08
FEB 26 2008 2CC & Lewnts
w/prop. desc.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

60

Zucker, Goldberg & Ackerman, LLC
XWZ-84715

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

BEING LOT 15 AS SHOWN ON THE PLAN OF THE VILLAGE OF RAMEY AS RECORDED IN CLEARFIELD COUNTY DEED BOOK 96 AT PAGE 624 ON MAY 26, 1897. BEING FURTHER IDENTIFIED AS CLEARFIELD COUNTY TAX MAP NO. 17-L15-366-26 AS SHOWN ON THE ASSESSMENT MAP IN THE RECORDS OF CLEARFIELD COUNTY, PA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION, : Docket No.: 07-337--CD
Plaintiff, : Execution No.:
vs. :
KELLY M. TOMCHICK :
Defendant. :

AFFIDAVIT PURSUANT TO RULE 3129.1

M&T Bank successor by merger to M&T Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 284 Main Street, Ramey, PA 16671.

1. Name and Address of Owner(s) or Reputed Owner(s):

KELLY M. TOMCHICK, SINGLE
284 Main Street
Ramey, PA 16671

2. Name and Address of Defendant(s) in the Judgment:

KELLY M. TOMCHICK
284 Main Street
Ramey, PA 16671

3. Name and Address of every judgment creditor whose judgment is a record lien on the real property to be sold:

M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
Plaintiff

4. Name and Address of the last record holder of every mortgage of record:

M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
Plaintiff

CITIFINANCIAL, INC.
RD4, BOX 35B
Tyrone, PA 16686

BENEFICIAL CONSUMER DISCOUNT COMPANY
D/B/A BENEFICIAL MORTGAGE CO.
3006 Pleasant Valley Blvd.
Altoona, PA 16602

5. Name and Address of every other person who has any record lien on the property:

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

6. Name and Address of every other person who has any record interest in the property and whose interest may be affected by the sale:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

7. Name and Address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

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LEGAL DESCRIPTION

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION, Plaintiff, Docket No.: 07-337--CD
vs. Execution No.:
KELLY M. TOMCHICK, Defendant.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See Exhibit "A" attached.

AMOUNT DUE	\$68,877.25
INTEREST from 5/1/07 to date of sale	\$5,309.65
Total	\$74,186.90
(Costs to be added)	145.00 Prothonotary costs

Prothonotary:

By: Willie L. Hagan

Clerk

Date: 2/26/08

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER
TO M&T MORTGAGE CORPORATION,

Plaintiff,
vs.

KELLY M. TOMCHICK;

Defendants.

CIVIL DIVISION

NO.: 07-337--CD

Sheriff Sale #:

TYPE OF PLEADING

**Pa. R.C.P. RULE 3129.2(C) AFFIDAVIT
OF SERVICE OF
DEFENDANT/OWNER AND
OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:
M&T Bank successor by merger to M&T
Mortgage Corporation

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,
LLC

Scott A. Dietterick, Esquire PA I.D. #55650
Kimberly A. Bonner, Esquire- PA I.D. #89705
Richard P. Haber, Esquire- PA I.D. #202567
Eric Santos, Esquire- PA I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: XWZ- 84715/gg

FILED NO
MAR 27 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : CIVIL DIVISION
M&T MORTGAGE CORPORATION, :
Plaintiff, : NO.: 07-337--CD
vs. :
KELLY M. TOMCHICK :
Defendant. :
:

Pa.R.C.P. RULE 3129(c) AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST

I, Gamalielle Geffrard, a paralegal with the firm of Zucker, Goldberg & Ackerman, LLC, attorneys for Plaintiff, M&T Bank successor by merger to M&T Mortgage Corporation, being duly sworn according to law depose and make the following Affidavit regarding the service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

1. Defendant, Kelly M. Tomchick, single, is the record owner of the real property.
2. On or about 3/6/08, Kelly M. Tomchick, single was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, personally by the Sheriff of Clearfield County, at 284 Main Street, Ramey, PA 16671. A true and correct copy of said Notice and Return of Service are marked Exhibit "A", attached hereto and made a part hereof.
3. On or about 3/19/08, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of

said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

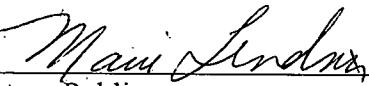
Finally, the undersigned deposes and says that the Defendant/Owner and all other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa.R.C.P. 3129.2.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

Dated: March 26, 2008


GAMALIELLE GEFFRARD
Paralegal

Sworn to and subscribed before
me this 26th day of March, 2008



Notary Public

MY COMMISSION EXPIRES:

**MARIE LINDNER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/10/2011**

EXHIBIT A

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20738

DEPUTY RECEIVED: February 29, 2008

DEFENDANT(S): KELLY M. TOMCHICK

ADDRESS: 284 MAIN STREET
RAMEY, PA 16671

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: MARCH 28, 2008

DATE SERVED, POSTED OR LEVIED: 3-6-08 TIME: 5:45 P.M.NAME OF PERSON SERVED: Kelly TomchickTITLE: Def.WHERE SERVED /POSTED(ADDRESS): 284 Main St, RameyDEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: 3-3-08- 10:55 AM - N/H3-5-08- 10:18 AM - N/H

SPECIAL DIRECTIONS: _____

NO 07-337-CD
KELLY M. TOMCHICKSERVED, POSTED OR LEVIED ON BY: DAVIS

NOTES: _____

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : CIVIL DIVISION
M&T MORTGAGE CORPORATION, :
Plaintiff, : NO.: 07-337--CD
vs. :
KELLY M. TOMCHICK, :
Defendant. :
:

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Kelly M. Tomchick
284 Main Street
Ramey, PA 16671

Certified Article Number

7160 3901 9845 4369 4920

SENDERS RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on **FRIDAY, MAY 2, 2008** at 10:00am prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

284 Main Street, Ramey, PA, 16671

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 07-337--CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY ARE:

Kelly M. Tomchick, single

Zucker, Goldberg & Ackerman, LLC
XWZ-84715

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 East Market Street, Clearfield, PA 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET
FREE LEGAL ADVICE.

**Lawyer Referral Service of the Clearfield
County Bar Association**

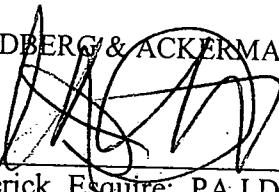
**Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must

be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830, before presentation of the petition to the Court.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
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200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
VIA PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD CO.**

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SEIZED, taken in execution to be sold as the property of KELLY M. TOMCHICK, at the suit of M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION. JUDGMENT NO. 07-337-CD

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

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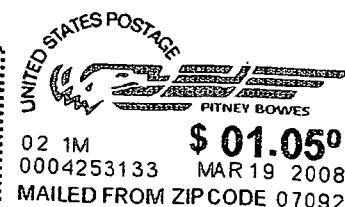
EXHIBIT B



This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. To and international mail.

From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

**Certificate Of
Mailing**



XWZ-84715/gg

To: CITIFINANCIAL, INC.
RD4, BOX 35B
Tyrone, PA 16686

Postmark Here



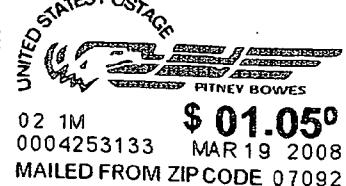
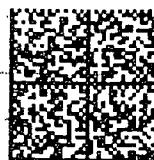
PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS® for and international mail.

From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

**Certificate Of
Mailing**



XWZ-84715/gg

To: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A
BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA
3006 Pleasant Valley Blvd
Altoona, PA 16830

Postmark Here



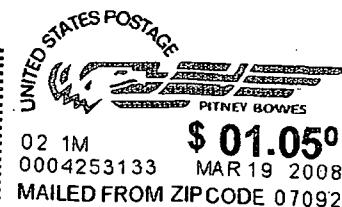
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This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. To and international mail.

From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

Certificate Of Mailing



XWZ-84715/gg

To: CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

Postmark Here



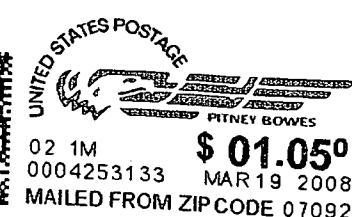
PS Form 3817, April 2007 PSN 7530-02-000-9065



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Mountainside, NJ 07092

Certificate Of Mailing



XWZ-84715/gg

To: COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

Postmark Here



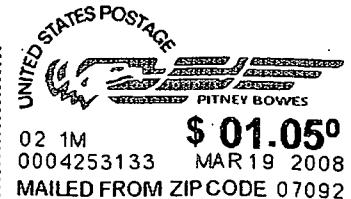
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c/o Zucker, Goldberg & Ackerman, I
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

Certificate Of
Mailing



XWZ-84715/gg

To: CLEARFIELD COUNTY DOMESTIC RELATIONS
OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

Postmark Here



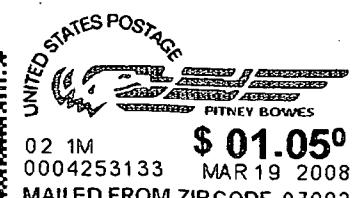
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200 Sheffield Street, Suite 301
Mountainside, NJ 07092

Certificate Of
Mailing



XWZ-84715/gg

To: PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

Postmark Here



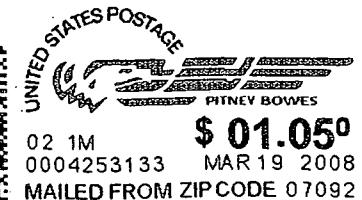
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c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

**Certificate Of
Mailing**



XWZ-84715/gg

To: UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing and international mail.

From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

**Certificate Of
Mailing**



XWZ-84715/gg

To: UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO : CIVIL DIVISION
M&T MORTGAGE CORPORATION, :
Plaintiff, : NO.: 07-337--CD
vs. :
KELLY M. TOMCHICK; :
Defendant. :
:

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO:

CLEARFIELD COUNTY TAX CLAIM
BUREAU
230 East Market Street
Clearfield, PA 16830

UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

COMMONWEALTH OF
PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

PA DEPT. OF REVENUE-
INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

CLEARFIELD COUNTY DOMESTIC
RELATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

CITIFINANCIAL, INC.
RD4, BOX 35B
Tyrone, PA 16686

BENEFICIAL CONSUMER DISCOUNT
COMPANY D/B/A BENEFICIAL
MORTGAGE CO.
3006 Pleasant Valley Blvd
Altoona, PA 16602

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830

On **05/02/2008 at 10:00am**, the following described real estate which Kelly M. Tomchick, single are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

284 Main Street,
Ramey, PA 16671
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of
M&T Bank successor by merger to M&T
Mortgage Corporation

Plaintiff

vs.

Kelly M. Tomchick

Defendant

at EX. NO. 07-337--CD in the amount of \$68877.25 plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

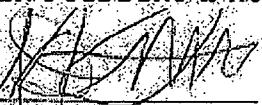
Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Dated: March 19, 2008

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 20030994; ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL ONE: BEGINNING AT A POST AT A CORNER ON THE MAIN STREET OR ROAD (KNOWN AS MAIN STREET) LEADING FROM RAMEY TO JANESVILLE AND A CROSS STREET (KNOWN AS SPRUCE STREET); THENCE ALONG SAID CROSS STREET (KNOWN AS SPRUCE STREET); SOUTHWARDLY A DISTANCE OF 150 FEET TO A POST AT AN UNNAMED ALLEY; THENCE WESTWARDLY ALONG SAID ALLEY A DISTANCE OF 50 FEET TO A CORNER OF LOT NO. 13, NOW OR FORMERLY OF E.C. DAVIS, AND NOW OR FORMERLY OF OTTO SCHWAMB; THENCE NORTHWESTERLY ALONG THE LINE OF SAID LOT NO. 13, A DISTANCE OF 150 FEET TO A POST AT MAIN STREET; THENCE EASTWARDLY ALONG MAIN STREET A DISTANCE OF 50 FEET TO POST AND PLACE OF BEGINNING.

AND RESERVING ALL THE COAL AND THE RIGHT TO MINE THE SAME THAT MAY UNDERLIE THE DESCRIBED LOTS OR PIECE OF GROUND ABOVE MENTIONED AS RESERVED IN DEED IN CLEARFIELD COUNTY DEED BOOK 24 PAGE 651.

PARCEL TWO: PART OF LOT NO. 15 OFF THE NORTHWEST CORNER OF SAID LOT, FRONTING ON MAIN STREET 6 FEET, 6 INCHES AND EXTENDING OF EQUAL WIDTH IN LENGTH OR DEPTH 45 FEET ALONG LINE WITH LOT NO. 13 IN THE PLAN OF THE BOROUGH OF RAMEY.

BEING LOT 15 AS SHOWN ON THE PLAN OF THE VILLAGE OF RAMEY AS RECORDED IN CLEARFIELD COUNTY DEED BOOK 96 AT PAGE 624 ON MAY 26, 1897. BEING FURTHER IDENTIFIED AS CLEARFIELD COUNTY TAX MAP NO. 17-L15-366-26 AS SHOWN ON THE ASSESSMENT MAP IN THE RECORDS OF CLEARFIELD COUNTY, PA.

Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 20030994, Page , granted and conveyed unto Kelly M. Tomchick, single.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION, : Docket No.: 07-337--CD
Plaintiff, : Execution No.:
vs. :
KELLY M. TOMCHICK :
Defendant. :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

M&T Bank successor by merger to M&T Mortgage Corporation, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 284 Main Street, Ramey, PA 16671.

1. Name and Address of Owner(s) or Reputed Owner(s):

KELLY M. TOMCHICK, SINGLE
284 Main Street
Ramey, PA 16671

2. Name and Address of Defendant(s) in the Judgment:

KELLY M. TOMCHICK
284 Main Street
Ramey, PA 16671

3. Name and Address of every judgment creditor whose judgment is a record lien on the real property to be sold:

M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
Plaintiff

4. Name and Address of the last record holder of every mortgage of record:

M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
Plaintiff

CITIFINANCIAL, INC.
RD4, BOX 35B
Tyrone, PA 16686

BENEFICIAL CONSUMER DISCOUNT COMPANY
D/B/A BENEFICIAL MORTGAGE CO.
3006 Pleasant Valley Blvd.
Altoona, PA 16602

5. Name and Address of every other person who has any record lien on the property:

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

6. Name and Address of every other person who has any record interest in the property and whose interest may be affected by the sale:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

7. Name and Address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
284 Main Street
Ramey, PA 16671

UNKNOWN SPOUSE
284 Main Street
Ramey, PA 16671

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: February 20, 2008

BY: 
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XWZ-84715
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

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Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20738
NO: 07-337-CD

PLAINTIFF: M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
vs.
DEFENDANT: KELLY M. TOMCHICK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/26/2008

LEVY TAKEN 3/3/2008 @ 10:55 AM

POSTED 3/3/2008 @ 10:55 AM

SALE HELD 5/2/2008

SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 5/23/2008

DATE DEED FILED 5/23/2008

PROPERTY ADDRESS 284 MAIN STREET RAMEY, PA 16671

SERVICES

3/6/2008 @ 5:50 PM SERVED KELLY M. TOMCHICK

SERVED KELLY M. TOMCHICK, DEFENDANT, AT HER RESIDENCE 284 MAIN STREET, RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO KELLY TOMCHICK

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING
KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED
MAY 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20738
NO: 07-337-CD

PLAINTIFF: M&T BANK SUCCESSOR BY MERGER TO M&T MORTGAGE CORPORATION
VS.
DEFENDANT: KELLY M. TOMCHICK

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$270.76

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
by Amherst Borden-Cayhula
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

M&T BANK SUCCESSOR BY MERGER TO
M&T MORTGAGE CORPORATION, : Docket No.: 07-337--CD
Plaintiff, : Execution No.:
vs. :
KELLY M. TOMCHICK :
Defendant.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See Exhibit "A" attached.

AMOUNT DUE	\$68,877.25
INTEREST from 5/1/07 to date of	\$5,309.65
sale	
Total	\$74,186.90
(Costs to be added)	plus costs to be added
	145.00 Prothonotary costs

Prothonotary:

By: Willie L. May

Clerk

Date: 2/26/08

Received this writ this 20th day
of February A.D. 2008
At 8:00 A.M./P.M.

Christopher A. Hawkins
Sheriff by Cynthia Butler-Ayehak

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF RAMEY, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST # 200309994, ID# 17-L15-366-00026, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN RAMEY BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

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Tax Parcel I.D.: 17-L15-366-00026

Address: 284 Main Street, Ramey, PA 16671.

BEING the same premises which MICHAEL L. TROXELL AND RHONDA K. TROXELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, by Deed dated June 6, 2003 and recorded June 10, 2003 in and for Clearfield County, Pennsylvania, in Deed Book Volume Instrument #: 200309994, Page , granted and conveyed unto Kelly M. Tomchick, single.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KELLY M. TOMCHICK

NO. 07-337-CD

NOW, May 23, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 02, 2008, I exposed the within described real estate of Kelly M. Tomchick to public venue or outcry at which time and place I sold the same to **FEDERAL HOME LOAN MORTGAGE CORPORATION** he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	68,877.25
SERVICE	15.00	INTEREST @ %	0.00
MILEAGE	21.21	FROM TO 05/02/2008	
LEVY	15.00		
MILEAGE	21.21	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.92	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	5,309.65
ADD'L MILEAGE	42.42	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$74,206.90
RETURNS/DEPUTIZE			
COPIES	15.00		
	5.00	COSTS:	
BILLING/PHONE/FAX	5.00	ADVERTISING	464.74
CONTINUED SALES		TAXES - COLLECTOR	244.21
MISCELLANEOUS		TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$270.76	DUE	
		LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	29.00
		SHERIFF COSTS	270.76
		LEGAL JOURNAL COSTS	126.00
		PROTHONOTARY	145.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,424.71

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff